

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Softrax Corporation		11/18/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	AFS Financial Solutions, Inc.
<b>Street Address:</b>	2141 E. Highland Ave., Suite 100
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85016
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2609415	SOFTRAX

**CORRESPONDENCE DATA**

Fax Number: (602)522-1856  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6024434200  
 Email: kimc@afsi.com  
 Correspondent Name: Kim Curtis  
 Address Line 1: 2141 E. Highland Ave., Suite 100  
 Address Line 4: Phoenix, ARIZONA 85016

<b>NAME OF SUBMITTER:</b>	Kimberly Curtis
<b>Signature:</b>	/Kimberly Curtis/
<b>Date:</b>	11/19/2009

Total Attachments: 2  
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**TRADEMARK  
 REEL: 004099 FRAME: 0658**

**OP \$40.00 2609415**



## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between AFS Financial Solutions, Inc., a Delaware corporation (the "Assignee"), and Softrax Corporation, a Delaware Corporation (the "Assignor").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark and the corresponding registrations and/or applications for Softrax (Registration Number 2,609,415) (the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth above to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR


Softrax Corporation

By: [Signature]  
Title: Chief Financial Officer

STATE OF :  
:  
COUNTY OF :

On this 18<sup>th</sup> day of November, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jelle Fennessy, known by me to be the person of the above name and an officer of Softrax Corp, duly authorized to execute this Assignment on behalf of Softrax Corp, and who signed and executed the foregoing instrument on behalf of Softrax Corp.

Given under my hand and seal of office this 18<sup>th</sup> day of November, 2008/9

 ANNE K. FRATALIA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 16, 2010

[Signature]  
Notary Public  
My commission expires: 7/16/2010

ASSIGNEE


AFS Financial Solutions, Inc.

By: [Signature]  
Title: \_\_\_\_\_

STATE OF :  
:  
COUNTY OF :

On this 18<sup>th</sup> day of November, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kurien Jitko B, known by me to be the person of the above name and an officer of AFS Financial Solutions Inc, duly authorized to execute this Assignment on behalf of AFS Financial Solutions Inc, and who signed and executed the foregoing instrument on behalf of AFS Financial Solutions Inc.

Given under my hand and seal of office this 18 day of November, 2009.

 AUDREY M. McISAAC  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 6, 2012

[Signature]  
Notary Public  
My commission expires: 7/6/2012

